

BK 4 9 0 0 4 PG 0 0 2 4

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2008 AUG -4 AM 8:00

TOM LAWLER, CLERK

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: Mindy Waitsman

STATE OF GEORGIA
COUNTY OF GWINNETT

CROSS REFERENCE: Deed Book 7603
Page 107

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ST. JOHN'S PARK**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for St. Johns Park was recorded on July 1, 1992 in Deed Book 7603, Page 107, et seq., Gwinnett County, Georgia Records and has been amended from time to time ("Declaration"); and

WHEREAS, Paragraph 19 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent or any combination of an affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof; and

WHEREAS, Paragraph 19 of the Declaration provides that that any amendment which materially and adversely affects the security, title and interest of any Eligible Mortgage Holder must be approved by 51% of such Mortgage Holders; and

WHEREAS, members holding at least sixty-six and two-thirds (66 2/3%) percent of the total eligible votes in the Association approved this amendment; and

WHEREAS, there are no Eligible Mortgage Holders for the Association; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Paragraph 12 of the Declaration is amended by deleting subparagraph 12(a) (ii) and replacing it with the following:

(ii) Permitted Leasing. Leasing of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received an Undue Hardship Permit as provided below; (3) the

0079289

14

Association; or (4) any first Mortgagee who becomes the Owner of a Lot in satisfaction of its Mortgage. Undue Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

2.

Paragraph 12 of the Declaration is further amended by adding the following as subparagraph 12 (a) (iv):

(iv) Grandfathered Owner means an Owner who is lawfully leasing his or her Lot on the date this amendment to the Declaration is recorded in the Gwinnett County, Georgia land records ("Effective Date"). To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date. Grandfathering shall automatically expire and any lease of the Lot shall automatically terminate on the date the Grandfathered Owner conveys title to the Grandfathered Lot to any Person (other than the Owner's spouse).

3.

Paragraph 12 of the Declaration is further amended by deleting subparagraph 12(b) in its entirety.

4.

Paragraph 12 of the Declaration is further amended by deleting subparagraph 12(c) and replacing it with the following:

(c) (i) Undue Hardship Permits. If the inability to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for an Undue Hardship Permit. The Board may approve or deny an Owner's request for an Undue Hardship Permit in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Community if such permit is issued; (3) the number of outstanding Undue Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Undue Hardship Permits have been issued to such Owner; provided, however, an Undue Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner is in violation of the Association Legal Instruments or rules.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Lot within one year; or (3) an Owner dies and the Lot is being administered by his or her estate.

Unless otherwise determined by the Board, an Undue Hardship Permit authorizes an Owner to lease the Lot once for a term not to exceed one year.

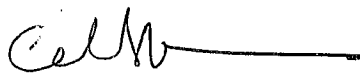
(ii) **Expiration and Revocation of Permits.** Undue Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot for 120 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Lot by the Owner.


An Owner may apply for an additional Undue Hardship Permit at the expiration or revocation of a previous one.

IN WITNESS WHEREOF, the undersigned officers of St. John's Park Homeowners Association, Inc., hereby certify that this amendment to the Declaration was duly adopted by Members holding at least sixty-six and two-thirds (66 2/3%) percent of the total eligible votes of the Association.

This 30th day of July, 2008.


**ST. JOHN'S PARK HOMEOWNERS
ASSOCIATION, INC.**

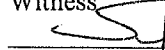
By: 
President
Print Name: Collin McMillen

Attest: By: 
Secretary
Print Name: Kathy L. Cook

[CORPORATE SEAL]

SWORN TO AND SUBSCRIBED TO
BEFORE ME this 30th day
of July, 2008.


Witness


Notary Public

[Notary Seal]

